

| | | | | | | |
|---|------|---|---|--|----------------------|--|
| SOLICITATION, OFFER AND AWARD | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE 1 OF 61 PAGES |
| 2. CONTRACT NUMBER | | 3. SOLICITATION NUMBER ED-IES-11-R-0036 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED |
| 6. REQUISITION/PURCHASE NUMBER EDOIES-11-000098 EDOIES-11-000098 | | | | | | |
| 7. ISSUED BY Contracts & Acquisitions Mgt., Group D US Dept of Education, 550 12th St SW - 7th Floor Washington DC 20202-4230 | | CODE CPOD | | 8. ADDRESS OFFER TO (If other than Item 7) Contracts & Acquisitions Mgt., Group D US Dept of Education, 550 12th St SW - 7th Floor Washington DC 20202-4230 | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | | |
| SOLICITATION | | | | | | |
| 9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>2:00 PM ET</u> local time <u>JUN 29, 2011</u> (Hour) (Date) | | | | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | |
| 10. FOR INFORMATION CALL | | A. NAME Sharon Masciana | | B. TELEPHONE (NO COLLECT CALLS) 202-245-6132 | | C. E-MAIL ADDRESS Sharon.Masciana@ed.gov |
| 11. TABLE OF CONTENTS | | | | | | |
| (X) | SEC. | DESCRIPTION | PAGES(S) | (X) | SEC. | DESCRIPTION |
| PART 1 - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | |
| X | A | SOLICITATION/CONTRACT FORM | 1 - 1 | X | I | CONTRACT CLAUSES |
| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 2 - 7 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT | 8 - 8 | X | J | LIST OF ATTACHMENTS |
| X | D | PACKAGING AND MARKING | 9 - 9 | PART IV - PRESENTATIONS AND INSTRUCTIONS | | |
| X | E | INSPECTION AND ACCEPTANCE | 10 - 10 | X | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |
| X | F | DELIVERIES OR PERFORMANCE | 11 - 11 | X | L | INSTRS., CONDS., AND NOTICES TO OFFERORS |
| X | G | CONTRACT ADMINISTRATION DATA | 12 - 12 | X | M | EVALUATION FACTORS FOR AWARD |
| X | H | SPECIAL CONTRACT REQUIREMENTS | 13 - 18 | | | |
| OFFER | | | | | | |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all itmes upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) | | | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | | | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | | | |
| | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | |
| | | | DUNS: | | | |
| 15B. TELEPHONE NUMBER | | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | 17. SIGNATURE | | 18. OFFER DATE |
| | | | | | | |
| AWARD (To be completed by Government) | | | | | | |
| 19. ACCEPTED AS TO ITEMS NUMBERED | | | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION See Schedule | | |
| | | | | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 23004(c) () <input type="checkbox"/> 41 U.S.C 253(c) () | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM |
| 24. ADMINISTERED BY | | | | 25. PAYMENT WILL BE MADE BY | | |
| | | | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 28. AWARD DATE |
| | | | | | | |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)

SCHEDULE Continued

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|--------|
| 0001 | RELs ieste110009 to ieste110018 - Regional Educational Laboratories | 0.00 | SE | | |

Table of Contents

| | | |
|------------------|---|-----------|
| SECTION B | SUPPLIES OR SERVICES AND PRICES/COSTS..... | 7 |
| B. 1 | 301-10 PROVISION FOR PRICING AND PAYMENT (ALTERNATE I) (AUGUST 1985)..... | 7 |
| B. 2 | AVAILABILITY OF FUNDS..... | 7 |
| SECTION C | DESCRIPTION/SPECIFICATIONS/WORK STATEMENT..... | 8 |
| C. 1 | 302-2 SCOPE OF WORK..... | 8 |
| SECTION D | PACKAGING AND MARKING..... | 9 |
| D. 1 | 303-1 SHIPMENT AND MARKING (MARCH 1986)..... | 9 |
| SECTION E | INSPECTION AND ACCEPTANCE..... | 10 |
| E. 1 | 304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985)..... | 10 |
| SECTION F | DELIVERIES OR PERFORMANCE..... | 11 |
| F. 1 | 305-4 PERIOD OF PERFORMANCE (MARCH 1986)..... | 11 |
| F. 2 | 305-6 DELIVERABLES (MARCH 1986)..... | 11 |
| SECTION G | CONTRACT ADMINISTRATION DATA..... | 12 |
| G. 1 | 306-1a INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION (ALTERNATE I) (JAN 2007)..... | 12 |
| G. 2 | 306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006)..... | 12 |
| G. 3 | 306-8 CONTRACT ADMINISTRATOR (FEB 1985)..... | 12 |
| G. 4 | 307-12 CONSENT TO SUBCONTRACT (AUGUST 1998)..... | 12 |
| SECTION H | SPECIAL CONTRACT REQUIREMENTS..... | 13 |
| H. 1 | 301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995)..... | 13 |
| H. 2 | 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985)..... | 13 |
| H. 3 | 307-3 DUAL COMPENSATION (MARCH 1985)..... | 13 |
| H. 4 | 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)..... | 13 |
| H. 5 | 307-7a PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)..... | 13 |
| H. 6 | 307-13 DEPARTMENT SECURITY REQUIREMENTS (JUNE 2006)..... | 14 |
| H. 7 | 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2006)..... | 14 |
| H. 8 | 307-17 CONFLICT OF INTEREST (AUG 2007)..... | 14 |
| H. 9 | 307-19 REDACTED PROPOSALS (DECEMBER 1998)..... | 15 |
| H. 10 | 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)..... | 16 |
| H. 11 | 317-1 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999)..... | 17 |
| H. 12 | 3452.208-70 PRINTING (AUG 1987)..... | 18 |
| H. 13 | 3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987)..... | 18 |
| H. 14 | CANCELLATION CHARGES | 18 |
| SECTION I | CONTRACT CLAUSES..... | 19 |
| I. 1 | 52.202-1 DEFINITIONS (JUL 2004)..... | 19 |
| I. 2 | 52.203-3 GRATUITIES (APR 1984)..... | 19 |
| I. 3 | 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)..... | 19 |
| I. 4 | 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)..... | 19 |
| I. 5 | 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)..... | 19 |
| I. 6 | 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)..... | 19 |
| I. 7 | 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)..... | 19 |
| I. 8 | 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)..... | 19 |

Table of Contents

| | | | |
|-------|-------------|---|----|
| I. 9 | 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)..... | 19 |
| I. 10 | 52.203-14 | DISPLAY OF HOTLINE POSTER(S) (DEC 2007)..... | 19 |
| I. 11 | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)..... | 19 |
| I. 12 | 52.204-7 | CENTRAL CONTRACTOR REGISTRATION (APR 2008)..... | 19 |
| I. 13 | 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010). | 19 |
| I. 14 | 52.209-6 | PROTECTING THE GOVERNMENT's INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)..... | 19 |
| I. 15 | 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)..... | 20 |
| I. 16 | 52.211-11 | LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000) | 20 |
| I. 17 | 52.217-8 | OPTION TO EXTEND SERVICES (NOV 1999)..... | 20 |
| I. 18 | 52.215-2 | AUDIT AND RECORDS--NEGOTIATION (OCT 2010)..... | 20 |
| I. 19 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)..... | 20 |
| I. 20 | 52.217-2 | CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)..... | 20 |
| I. 21 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)..... | 20 |
| I. 22 | 52.219-9 II | SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)--ALTERNATE II (OCT 2001)..... | 20 |
| I. 23 | 52.219-16 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)..... | 20 |
| I. 24 | 52.219-28 | POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)..... | 20 |
| I. 25 | 52.222-3 | CONVICT LABOR (JUN 2003)..... | 20 |
| I. 26 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)..... | 20 |
| I. 27 | 52.222-26 | EQUAL OPPORTUNITY (MAR 2007)..... | 20 |
| I. 28 | 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS. [SEP 2010]..... | 21 |
| I. 29 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)..... | 21 |
| I. 30 | 52.222-37 | EMPLOYMENT REPORTS VETERANS (SEP 2010)..... | 21 |
| I. 31 | 52.222-50 | COMBATING TRAFFICKING IN PERSONS (FEB 2009)..... | 21 |
| I. 32 | 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)..... | 21 |
| I. 33 | 52.223-6 | DRUG-FREE WORKPLACE (MAY 2001)..... | 21 |
| I. 34 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)..... | 21 |
| I. 35 | 52.223-16 | IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)..... | 21 |
| I. 36 | 52.224-1 | PRIVACY ACT NOTIFICATION (APR 1984)..... | 21 |
| I. 37 | 52.224-2 | PRIVACY ACT (APR 1984)..... | 21 |
| I. 38 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)..... | 21 |
| I. 39 | 52.227-1 | AUTHORIZATION AND CONSENT (DEC 2007)..... | 21 |
| I. 40 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007).... | 22 |
| I. 41 | 52.227-17 | RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)..... | 22 |
| I. 42 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES (APR 2003)..... | 22 |
| I. 43 | 52.232-1 | PAYMENTS (APR 1984)..... | 22 |
| I. 44 | 52.232-8 | DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)..... | 22 |
| I. 45 | 52.232-11 | EXTRAS (APR 1984)..... | 22 |
| I. 46 | 52.232-12 | ADVANCE PAYMENTS (MAY 2001)..... | 22 |
| I. 47 | 52.232-17 | INTEREST (OCT 2010)..... | 22 |
| I. 48 | 52.232-18 | AVAILABILITY OF FUNDS (APR 1984)..... | 22 |
| I. 49 | 52.232-23 | ASSIGNMENT OF CLAIMS (JAN 1986)..... | 22 |
| I. 50 | 52.232-25 | PROMPT PAYMENT (OCT 2008)..... | 22 |
| I. 51 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)..... | 22 |
| I. 52 | 52.233-1 I | DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)..... | 22 |
| I. 53 | 52.233-3 | PROTEST AFTER AWARD (AUG 1996)..... | 22 |
| I. 54 | 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)..... | 23 |

Table of Contents

| | | | |
|--|-------------|--|-----------|
| I. 55 | 52.242-13 | BANKRUPTCY (JUL 1995)..... | 23 |
| I. 56 | 52.242-15 | STOP-WORK ORDER (AUG 1989)..... | 23 |
| I. 57 | 52.242-17 | GOVERNMENT DELAY OF WORK (APR 1984)..... | 23 |
| I. 58 | 52.243-1 I | CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)..... | 23 |
| I. 59 | 52.246-4 | INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)..... | 23 |
| I. 60 | 52.247-34 | F.O.B. DESTINATION (NOV 1991)..... | 23 |
| I. 61 | 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)..... | 23 |
| I. 62 | 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)..... | 23 |
| I. 63 | 52.253-1 | COMPUTER GENERATED FORMS (JAN 1991)..... | 23 |
| I. 64 | 3452.209-70 | ORGANIZATIONAL CONFLICT OF INTEREST (OCT 1987)..... | 23 |
| I. 65 | 3452.215-33 | ORDER OF PRECEDENCE (AUG 1987)..... | 23 |
| I. 66 | 3452.227-70 | PUBLICATION AND PUBLICITY (AUG 1987)..... | 23 |
| I. 67 | 3452.232-70 | PROHIBITION AGAINST THE USE OF ED FUNDS TO INFLUENCE LEGISLATION (AUG 1987)..... | 24 |
| I. 68 | 3452.232-72 | METHOD OF PAYMENT (AUG 1987)..... | 24 |
| I. 69 | 3452.202-1 | DEFINITIONS (AUG 1987)..... | 24 |
| I. 70 | 3452.227-71 | PAPERWORK REDUCTION ACT (AUG 1987)..... | 24 |
| I. 71 | 3452.227-72 | ADVERTISING OF AWARDS (AUG 1987)..... | 24 |
| I. 72 | 3452.237-71 | SERVICES OF CONSULTANTS (AUG 1987)..... | 24 |
| I. 73 | 3452.242-70 | LITIGATION AND CLAIMS (AUG 1987)..... | 24 |
| I. 74 | 3452.242-72 | WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)..... | 24 |
| I. 75 | 3452.242-73 | ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES..... | 24 |
| I. 76 | 52.252-2 | CLAUSES INCORPORATED BY REFERENCE (FEB 1998)..... | 24 |
| SECTION J LIST OF ATTACHMENTS..... | | | 25 |
| J. 1 | 309-1a | LIST OF ATTACHMENTS (APRIL 1984)..... | 25 |
| SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS..... | | | 26 |
| K. 1 | 52.203-2 | CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)..... | 26 |
| K. 2 | 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)..... | 26 |
| K. 3 | 52.204-5 | WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)..... | 27 |
| K. 4 | 52.204-8 | ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2010)..... | 27 |
| K. 5 | 52.209-5 | CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)..... | 29 |
| K. 6 | 52.215-6 | PLACE OF PERFORMANCE (OCT 1997)..... | 30 |
| K. 7 | 52.219-1 | SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 2011)..... | 31 |
| K. 8 | 52.222-22 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)..... | 32 |
| K. 9 | 52.222-25 | AFFIRMATIVE ACTION COMPLIANCE (APR 1984)..... | 32 |
| K. 10 | 52.222-38 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)..... | 32 |
| K. 11 | 52.223-13 | CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)..... | 32 |
| K. 12 | 52.226-2 | HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (OCT 2008)..... | 33 |
| K. 13 | 310-1 | REPRESENTATION AUTHORITY (JANUARY 2005)..... | 33 |
| K. 14 | 310-6 | DUPLICATION OF COST (MARCH 1985)..... | 34 |
| K. 15 | 310-10 | GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)..... | 35 |
| K. 16 | 310-16 | POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)..... | 36 |
| SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS..... | | | 38 |
| L. 1 | 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)..... | 38 |

Table of Contents

| | | |
|------------------|--|-----------|
| L. 2 | 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT 1997)..... | 38 |
| L. 3 | 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)..... | 40 |
| L. 4 | 52.233-2 SERVICE OF PROTEST (SEP 2006)..... | 41 |
| L. 5 | 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)..... | 41 |
| L. 6 | 307-1 ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)..... | 41 |
| L. 7 | 311-1 TYPE OF CONTRACT (MARCH 1986)..... | 41 |
| L. 8 | 311-2a ESTIMATED LEVEL OF EFFORT (April 2011)..... | 41 |
| L. 9 | 311-3 TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)..... | 42 |
| L. 10 | 311-4a BUSINESS PROPOSAL INSTRUCTIONS (AUG 2007)..... | 47 |
| L. 11 | 311-5 FORMS CLEARANCE PROCESS (MARCH 1986)..... | 47 |
| L. 12 | 311-6 CLARIFICATION QUESTIONS (APRIL 1998)..... | 48 |
| L. 13 | 311-9 COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT(JUNE 1998)..... | 48 |
| L. 14 | 314-1 PAST PERFORMANCE REPORT (MAR 1996)..... | 49 |
| L. 15 | ADDITIONAL PAST PERFORMANCE INSTRUCTIONS..... | 51 |
| L. 16 | 311-2 Supplemental Instructions | 51 |
| L. 17 | ADDITIONAL BUSINESS PROPOSAL INSTRUCTIONS..... | 52 |
| SECTION M | EVALUATION FACTORS FOR AWARD..... | 57 |
| M. 1 | 52.217-5 EVALUATION OF OPTIONS (JUL 1990)..... | 57 |
| M. 2 | 312-2 EVALUATION FACTORS FOR AWARD (MAY 2004)..... | 57 |

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 301-10 PROVISION FOR PRICING AND PAYMENT (ALTERNATE I) (AUGUST 1985)

The total fixed price of this contract is to be determined at time of award . Payment of that amount shall be made in accordance with the incorporated General Provision entitled "Payments" or "Payments under Fixed-Price Research and Development Contracts," whichever is applicable, and with any other supplementary payment scheme which may be otherwise negotiated and specified.

B. 2 AVAILABILITY OF FUNDS

The total price of the contract is \$TO BE DETERMINED. Only \$TO BE DETERMINED is currently available for the Contract requirement. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 1 302-2 SCOPE OF WORK

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Performance Work Statement, ATTACHMENT A . This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

SECTION D
PACKAGING AND MARKING

D. 1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. (b) Ship deliverable items to: TO BE COMPLETED AT TIME OF AWARD (c) Mark deliverables for: TO BE COMPLETED AT TIME OF AWARD

SECTION E
INSPECTION AND ACCEPTANCE

E. 1 304-1 INSPECTION AND ACCEPTANCE (FEBRUARY 1985)

Pursuant to the inspection clause, Section I, final inspection and acceptance of all contracted items shall be made by the Contracting Officer.

SECTION F
DELIVERIES OR PERFORMANCE

F. 1 305-4 PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from January 3, 2012 to January 2, 2017 , inclusive of all specified deliveries and/or task work.

F. 2 305-6 DELIVERABLES (MARCH 1986)

All deliverables shall be submitted in accordance with the kinds,
quantities and dates indicated in the attached Statement of
Work.

SECTION G
CONTRACT ADMINISTRATION DATA

G. 1 306-1a INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION (ALTERNATE I) (JAN 2007)

(A) Payments shall be rendered in accordance with the payments clause(s) of the incorporated contract clause section and with those otherwise specified rated or fixed price amounts. (B) The contractor shall submit invoices electronically as an attachment to a message to OCFOCAMINVOICING@ED.GOV. The subject area of the message shall contain the invoice number, contract number, and contract specialist's name. The electronic copy of the invoice shall be in a format that is supported by Microsoft Office (Microsoft Word or Excel), or Adobe Acrobat (.pdf). Invoices shall be submitted concurrently with the monthly report. Invoices shall only be paid after ED accepts the deliverable. Invoices will clearly state what deliverable is being paid for.

G. 2 306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006)

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the Contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the Contracting Officer. (b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor requests for changes shall be submitted in writing directly to the Contracting Officer or through the COR. No such changes shall be made without the written authorization of the Contracting Officer. (c) The COR's name and address: TO BE COMPLETED AT TIME OF AWARD The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the Contractor by the Contracting Officer in writing.

G. 3 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration. TO BE COMPLETED AT THE TIME OF AWARD

G. 4 307-12 CONSENT TO SUBCONTRACT (AUGUST 1998)

Consent is hereby given to the contractor to subcontract with TO BE ADDED AT CONTRACT AWARD in the amount stated in its final proposal revision.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H. 1 301-20 PROHIBITION OF DISCRIMINATION AGAINST INDIVIDUALS WITH DISABILITIES (FEB 1995)

The contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 including Section 302, which provides that:

"No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation."

Failure to comply with the Americans with Disabilities Act of 1990, as amended, shall be considered a failure to comply with the terms of this contract.

H. 2 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985)

In accordance with the contract clause entitled "Key Personnel", the following key personnel are considered to be essential to the work being performed: TO BE COMPLETED AT TIME OF AWARD

H. 3 307-3 DUAL COMPENSATION (MARCH 1985)

If a project staff member, subcontractor, or consultant is involved in two or more projects, at least one of which is supported by Federal funds, he/she may not be compensated for more than 100 percent of his/her time during any part of the period of dual involvement. That is, an individual is prohibited from receiving double payment for any given period of work.

H. 4 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

H. 5 307-7a PUBLICATION AND AUDIO-VISUAL PRODUCTION (MAY 1997)

Except as provided below, neither the development or production of any publication or audiovisual product is authorized.

In the event that development or production of any publication or audiovisual product subsequently becomes a contract requirement (expressed or implied), the contractor shall obtain approval in writing from the Contracting Officer. Until the contractor obtains such Contracting Officer approval, no costs for development or production of the publication or audiovisual product shall be allowable.

The following items are excepted from the approval requirements of this clause:

1. Up to 50 copies of progress and final reports.

The Contractor shall ensure that any publication or audiovisual product developed or produced under this contract is compatible with the Department of Education's responsibilities under the Sections 504 and 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and 794d, as amended, to ensure the accessibility of its programs and activities to individuals with disabilities.

The contractor shall not distribute or release to the public any publication or audiovisual product developed or produced under this contract without written authorization of the Contracting Officer. To obtain this authorization, the contractor shall submit 2 copies of the publication or audiovisual product to the Contracting Officer. Since the Contracting Officer must obtain internal public affairs or other clearances, the Contractor should plan at least 45 days to obtain authorization from the Contracting Officer.

Except as may be provided elsewhere, the contractor may develop and produce at its own expense, results of work under this contract (see Publication and Publicity).

H. 6 307-13 DEPARTMENT SECURITY REQUIREMENTS (JUNE 2006)

The Contractor and its subcontractors shall comply with Department Security policy requirements as set forth in: A. The Statement of Work of this contract; B. The Privacy Act of 1974 (P.L. 93-579, U.S.C. 552a); C. The U. S. Department of Education Handbook for Information Assurance Security Policy, OCIO-01 (March 2006); and D. The U.S. Department of Education Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings."

The Contractor may request copies of the above referenced documents by contacting the Contract Specialist via phone at 202-245-6132 or via e-mail at Sharon.Masciana@ed.gov. Contractor employee positions required under this contract and their designated risk levels: High Risk (HR): See Section J for List of Attachments Moderate Risk (MR): See Section J for List of Attachments Low Risk (LR): See Section J for List of Attachments All contractor employees must undergo personnel security screening if they will be employed for thirty (30) days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings."

The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause. The contractor shall:

- Ensure that all non-U.S. citizen contractor employees are lawful permanent residents of the United States or have appropriate work authorization documents as required by the Department of Homeland Security, Bureau of Immigration and Appeals, to work in the United States.
- Ensure that no employees are assigned to High Risk designated positions prior to a completed preliminary screening.
- Submit all required personnel security forms to the Contracting Officer's Representative (COR) within 24 hours of an assignment to a Department contract and ensure that the forms are complete.
- Ensure that no contractor employee is placed in a higher risk position than that for which he or she was previously approved, without the approval of the Contracting Officer or his or her representative, the Department Personnel Security Officer, and the Computer Security Officer.
- Ensure that all contractor employees occupying High Risk designated positions submit forms for reinvestigation every five (5) years for the duration of the contract or if there is a break in service to a Department contract of 365 days or more.
- Report to the COR all instances of individuals seeking to obtain unauthorized access to any departmental IT system, or sensitive but unclassified and/or Privacy Act protected information.
- Report to the COR any information that raises an issue as to whether a contractor employee's eligibility for continued employment or access to Department IT systems, or sensitive but unclassified and/or Privacy Act protected information, promotes the efficiency of the service or violates the public trust.
- Withdraw from consideration under the contract any employee receiving an unfavorable adjudication determination.
- Officially notify each contractor employee if he or she will no longer work on a Department contract.
- Abide by the requirements in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings."

Further information including definitions of terms used in this clause and a list of required investigative forms for each risk designation are contained in Departmental Directive OM:5-101, "Contractor Employee Personnel Screenings." Failure to comply with the contractor personnel security requirements may result in a termination of the contract for default.

H. 7 307-15 WITHHOLDING OF CONTRACT PAYMENTS - SECURITY (JUN 2006)

Notwithstanding any other payment provisions of this contract, failure of the contractor to submit required forms, responses or reports when due; failure to perform or deliver required work, supplies, or services; or, failure to meet any of the requirements of the contract, to include all requirements as specified in Clause 307-13 Department Security Requirements, will result in the withholding of payments under this contract in such amounts as the contracting officer deems appropriate, unless the failure arises out of causes beyond the control, and without the fault of negligence, of the contractor, as defined by the clause entitled "Excusable Delays or Default", as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted. Payment will be withheld until the failure is cured, a new delivery schedule is agreed upon, or payment is made as part of a termination settlement.

H. 8 307-17 CONFLICT OF INTEREST (AUG 2007)

(A) The contractor, subcontractor, employee or consultant, has certified that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an

organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee or consultant). Conflicts may arise in the following situations:

1. Unequal access to information - a potential contractor, subcontractor, employee or consultant has access to non-public information through its performance on a government contract.
2. Biased ground rules - a potential contractor, subcontractor, employee or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract,
3. Impaired objectivity - a potential contractor, subcontractor, employee or consultant, or member of their immediate family (spouse, parent or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility.

"Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

- financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;
- significant connections to teaching methodologies that might require or encourage the use of specific products, property or services; or
- significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property or services.

Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict.

In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(B) The contractor, subcontractor, employee or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(C) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of Title 18, U.S. Code, Section 1001 and fines of up to \$5000 for violation of Title 31, U.S. Code, Section 3802. Further remedies include suspension or debarment from contracting with the federal government. The Contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(D) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the Contracting Officer.

(E) The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (E).

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

H. 10 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Under Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended), ED must ensure the accessibility of its programs and activities, specifically its obligation to acquire and use accessible electronic and information technology. ED maintains the manual, "Requirements for Accessible Software Design," to convey the accessibility

needs of the Department to the developers and suppliers of computer applications. To comply with the provisions of this clause, the contractor may use the edition of the ED manual "Requirements for Accessible Software Design" in effect at the date of award of this contract or any more recent edition.

A copy of the most recent edition of the manual may be found at

<http://www.ed.gov/fund/contract/apply/clibrary/software.html>

(a) Software delivered to or developed for ED--Except as provided in paragraph (b) or (c) of this clause, all software delivered to or developed for ED, under this contract, for use by ED's employees or external customers must meet all the requirements of the ED manual "Requirements for Accessible Software Design." However, in accordance with paragraph (c) of this clause, the contracting officer may waive a particular requirement of the ED Manual, provided that ED's use of the software will meet the requirements of Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794 and 794d, as amended).

(b) Software enhanced or modified for ED--Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, are subject to the requirements of paragraph (a) of this clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the contractor is encouraged point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software

complies.

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

H. 11 317-1 ACCOMMODATION/ACCESSIBILITY FOR THE DISABLED (OCTOBER 1999)

The acquisition and management of Federal Information Processing (FIP) resources shall be conducted in a manner that ensures access to computer and telecommunications products and services by all individuals, both federal employees and the public sector, including individuals with disabilities. The acquisition, management and utilization of FIP resources are subject to the computer accommodation and information accessibility for individuals with disabilities contained in Section 508 of the the Workforce Investment Act of 1998, P.L. 105-220; Telecommunications Act of 1996, P.L. 104-104 February 1996, 110 Stat. 56; and in the Telecommunications Accessibility Enhancement Act, P.L. 100-542 October 1988.

FIP resources required under this contract include computer accommodation and information accessibility where the goal is to ensure full access, integration, and continuity of support to all individuals, including individuals with disabilities.

"Computer accommodation" means the acquisition or modification of FIP resources to minimize the functional limitations of individuals with disabilities so as to promote productivity

and provide access to work-related or public information resources. "Individuals with disabilities" are individuals with limitations of vision, hearing, speech and/or mobility. The contractor shall ensure that FIP resources are equally provided to all individuals, including individuals with disabilities.

H. 12 3452.208-70 PRINTING (AUG 1987)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, the printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance involving the reproduction of less than 5,000 production units of any one page, of less than 25,000 production units in the aggregate of multiple pages, shall not be deemed to be printing. A production unit is defined as one sheet, size 8 1/2 by 11 inches, and one side and color only.

H. 13 3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987)

(a) Unless otherwise specified in this contract, the contractor is encouraged to publish and otherwise promote the results of its work under this contract. A copy of each article or work submitted by the contractor for publication shall be promptly sent to the Contracting Officer's Technical Representative. The contractor shall also inform the representative when the article or work is published and furnish a copy in the published form. (b) The contractor shall acknowledge the support of the Department of Education in publicizing the work under this contract in any medium.

This acknowledgment shall read substantially as follows: "This project has been funded at least in part with Federal funds from the U.S. Department of Education under contract number TO BE COMPLETED AT TIME OF AWARD. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

H. 14 CANCELLATION CHARGES

In concurrence with FAR 52.217-2 the cancellation charge will cover only --

(1) Costs

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized.

The contract(s) will not contain non-recurring prices. Therefore, the Cancellation Ceiling is \$0.

SECTION I CONTRACT CLAUSES

I. 1 52.202-1 DEFINITIONS (JUL 2004)

(Reference 52.202-1)

I. 2 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 5 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

(Reference 52.203-7)

I. 6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

I. 8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(Reference 52.203-12)

I. 9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

(Reference 52.203-13)

I. 10 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(Reference 52.203-14)

I. 11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 12 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(Reference 52.204-7)

I. 13 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(Reference 52.204-10)

I. 14 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

(Reference 52.209-6)

I. 15 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(Reference 52.209-9)

I. 16 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(Reference 52.211-11)

I. 17 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

(Reference 52.217-8)

I. 18 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)

(Reference 52.215-2)

I. 19 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 52.215-8)

I. 20 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(Reference 52.217-2)

I. 21 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

(Reference 52.219-8)

I. 22 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)--ALTERNATE II (OCT 2001)

(Reference 52.219-9 II)

I. 23 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 52.219-16)

I. 24 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)

(Reference 52.219-28)

(The following clause shall apply as prescribed in FAR 22.202.)

I. 25 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

I. 26 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 52.222-21)

(The following clause shall apply as prescribed in FAR 22.8.)

I. 27 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference 52.222-26)

(The following clause shall apply as prescribed in FAR 22.1308.)

I. 28 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. [SEP 2010]

(Reference 52.222-35)

(The following clause shall apply as prescribed in FAR 22.1408.)

I. 29 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(Reference 52.222-36)

(The following clause shall apply as prescribed in FAR 22.1308(b). NOTE: the reports required by the following clause shall be submitted to OASVET (VETS-100); U.S. Department of Labor; 200 Constitution Ave., NW; Washington, DC 20210.)

I. 30 52.222-37 EMPLOYMENT REPORTS VETERANS (SEP 2010)

(Reference 52.222-37)

I. 31 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(Reference 52.222-50)

I. 32 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(Reference 52.222-54)

I. 33 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 34 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(Reference 52.223-14)

I. 35 52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)

(Reference 52.223-16)

I. 36 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

(Reference 52.224-1)

I. 37 52.224-2 PRIVACY ACT (APR 1984)

(Reference 52.224-2)

I. 38 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(Reference 52.225-13)

I. 39 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

(Reference 52.227-1)

I. 40 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

(Reference 52.227-2)

I. 41 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

(Reference 52.227-17)

I. 42 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(Reference 52.229-3)

I. 43 52.232-1 PAYMENTS (APR 1984)

(Reference 52.232-1)

I. 44 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(Reference 52.232-8)

I. 45 52.232-11 EXTRAS (APR 1984)

(Reference 52.232-11)

I. 46 52.232-12 ADVANCE PAYMENTS (MAY 2001)

(Reference 52.232-12)

I. 47 52.232-17 INTEREST (OCT 2010)

(Reference 52.232-17)

I. 48 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 52.232-18)

I. 49 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

I. 50 52.232-25 PROMPT PAYMENT (OCT 2008)

(Reference 52.232-25)

I. 51 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 52 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)

(Reference 52.233-1 I)

I. 53 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 54 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 55 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 56 52.242-15 STOP-WORK ORDER (AUG 1989)

(Reference 52.242-15)

I. 57 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(Reference 52.242-17)

I. 58 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-1 I)

I. 59 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(Reference 52.246-4)

(The following clause shall apply if designated.)

I. 60 52.247-34 F.O.B. DESTINATION (NOV 1991)

(Reference 52.247-34)

I. 61 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(Reference 52.249-2)

I. 62 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 52.249-8)

I. 63 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 64 3452.209-70 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 1987)

(Reference 3452.209-70)

I. 65 3452.215-33 ORDER OF PRECEDENCE (AUG 1987)

(Reference 3452.215-33)

I. 66 3452.227-70 PUBLICATION AND PUBLICITY (AUG 1987)

(Reference 3452.227-70)

- I. 67 3452.232-70 PROHIBITION AGAINST THE USE OF ED FUNDS TO INFLUENCE LEGISLATION (AUG 1987)
(Reference 3452.232-70)
- I. 68 3452.232-72 METHOD OF PAYMENT (AUG 1987)
(Reference 3452.232-72)
- I. 69 3452.202-1 DEFINITIONS (AUG 1987)
(Reference 3452.202-1)
- I. 70 3452.227-71 PAPERWORK REDUCTION ACT (AUG 1987)
(Reference 3452.227-71)
- I. 71 3452.227-72 ADVERTISING OF AWARDS (AUG 1987)
(Reference 3452.227-72)
- I. 72 3452.237-71 SERVICES OF CONSULTANTS (AUG 1987)
(Reference 3452.237-71)
- I. 73 3452.242-70 LITIGATION AND CLAIMS (AUG 1987)
(Reference 3452.242-70)
- I. 74 3452.242-72 WITHHOLDING OF CONTRACT PAYMENTS (AUG 1987)
(Reference 3452.242-72)
- I. 75 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES
(Reference 3452.242-73)
- I. 76 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov> or www.acquisition.gov

(End of Clause)

SECTION J
LIST OF ATTACHMENTS

J. 1 309-1a LIST OF ATTACHMENTS (APRIL 1984)

SECTION J - LIST OF ATTACHMENTS

Attachment A - Performance Work Statement, 27 pages
Attachment B - Quality Assurance Surveillance Plan, 7 pages
Attachment C - Pricing Schedule for Fixed Price Deliverables, 1 page
Attachment D - Contractor Employee Personnel Security Screening, 2 pages
Attachment E - Conflict of Interest Certification, 3 pages
Attachment F - Past Performance Form, 4 pages
Attachment G - Subcontracting Plan, 3 pages
Appendix 1: Assessment Of Regional Educational Needs: Reports From Ten
Regional Educational Laboratories And Statistical Data, 160 pages
(Background Information for potential offerors)

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K. 1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

_____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

K. 2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

K. 3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) "Definition." "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) "Representation." [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of Provision)

K. 4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2010)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 611710 -- Educational Support Services.

(2) The small business size standard is \$7.0 Million

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

(iii) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(vi) 52.222-22 Exemption from Application of the Service Contract Act to Contracts for Certain Services-Certification.

- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
- (ix) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause # | Title | Date | Change |
|--------------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K. 5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / are not / presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / have not / , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are / are not / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have / , have not / , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative

or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §§ 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §§ 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §§ 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has /_/ has not /_/, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K. 6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, /_/ intends, /_/ does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

| | |
|------------------------|-------------------------------|
| Place of Performance | Name and Address of Owner and |
| (Street Address, City, | Operator of the Plant or |

| | |
|--------------------------|---|
| State, County, Zip Code) | Facility if Other than Offeror or Respondent |
| | |
| | |

(End of Provision)

K. 7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 2011)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is NAICS code 611710 -- Educational Support Services; or NAICS code 541720 -- Research & Development. Please specify the NAICS code used.

(2) The small business size standard is \$7.0 million for each code.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it /_/ is, /_/ is not a small business concern.

(2) The offeror represents, for general statistical purposes, that it /_/ is, /_/ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) The offeror represents as part of its offer that it /_/ is, /_/ is not a women-owned small business concern.

(4) The offeror represents as part of its offer that it /_/ is, /_/ is not a veteran-owned small business concern.

(5) The offeror represents as part of its offer that it /_/ is, /_/ is not a service-disabled veteran-owned small business concern.

(6) The offeror represents, as part of its offer, that--

(i) It /_/ is, /_/ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It /_/ is, /_/ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:_____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K. 8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It /_/ has, /_/ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K. 9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K. 10 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of Provision)

K. 11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

/_/ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

/_/ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

/_/ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

/_/ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

/_/ (v) The facility is not located in the United States or its outlying areas..

(End of Provision)

K. 12 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (OCT 2008)

(a) "Definitions." As used in this provision--

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a)).

(b) "Representation." The offeror represents that it--

/_/ is /_/ is not a historically black college or university;

/_/ is /_/ is not a minority institution.

(End of Provision)

K. 13 310-1 REPRESENTATION AUTHORITY (JANUARY 2005)

Based on a FAR change, specifically in reference to FAR clauses 52.204-8,

Annual Representations and Certifications, and 52.212-3, Offeror

Representations and Certifications - Commercial Items, vendors are required to use the Online Representations and Certifications Application (ORCA), a new, web-based, Federal Integrated Acquisition Environment (IAE) initiative that centralizes and standardizes the collection, storage and viewing of many of the representations and certifications required by the Federal Acquisition Regulations (FAR) and previously found in Section K. Vendors should go to <http://orca.bpn.gov/> to complete the requirements of Section K of the solicitation. However, all FAR and ED clauses NOT in ORCA should still be completed.

The offeror makes the following Representations and Certifications as part of its proposal (check or complete all appropriate boxes or blanks on the following pages).

(Name of Offeror)

(RFP No.)

(Signature of
Authorized Individual)

(Date)

(TYPED NAME OF AUTHORIZED INDIVIDUAL)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The Representations and Certifications must be executed by an individual authorized to bind the offeror.

K. 14 310-6 DUPLICATION OF COST (MARCH 1985)

The offeror represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other Government contract,

subcontract, or other Government source.

K. 15 310-10 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (APRIL 1984)

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at ED or update all outdated information on file.

(A) Contractor's Name: _____

(B) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(C) Telephone Number: _____

(D) Individual(s) to contact re this proposal: _____

(E) Cognizant Government:

Audit Agency: _____

Address: _____

Auditor: _____

(F) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts: \$_____

Government fixed-price prime contracts and subcontracts: \$_____

Commercial Sales: \$_____

Total Sales: \$_____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$_____

Total Sales for Second Preceding Fiscal Year \$_____

(G) Is company an ED rate entity or division?

If a division or subsidiary corporation, name parent company:

(H) Date Company Organized: _____

(I) Manpower:

Total Employees: _____

Direct: _____

Indirect: _____

Standard Work Week (Hours): _____

(J) Commercial Products: _____

- (K) Attach a current organizational chart of the company.
 (L) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

| | Estimated/ Actual Cost | Standard Cost |
|---------------------|---------------------------|------------------|
| Estimating System | | |
| Job Order | _____ | _____ |
| Process | _____ | _____ |
| Accumulating System | | |
| Job Order | _____ | _____ |
| Process | _____ | _____ |

Has your cost estimating system been approved by any Government agency? Yes _____ No _____
 If yes, give name and location of agency: _____

Has your cost accumulation system been approved by any Government agency? Yes _____ No _____
 If yes, give name and address of agency: _____

- (M) What is your fiscal year period?
 (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

| Fiscal Year | Indirect Cost Rate | Basis Allocation |
|-----------------|-----------------------|---------------------|
| Fringe Benefits | _____ | _____ |
| Overhead | _____ | _____ |
| G&A Expense | _____ | _____ |
| Other | _____ | _____ |

- (N) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes _____ No _____
 If yes, name and location of the Government agency:

Date of last pre-award audit review by a Government agency:

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

- (O) Cost estimating is performed by:
 Accounting Department: _____
 Contracting Department: _____
 Other (describe) _____

- (P) Has system of control of Government property been approved by a Government agency? Yes _____ No _____
 If yes, name and location of the Government agency:

- (Q) Purchasing Procedures:
 Are purchasing procedures written? Yes _____ No _____
 Has your purchasing system been approved by a Government agency? Yes _____ No _____
 If yes, name and location of the Government agency:

- (R) Does your firm have an established written incentive compensation or bonus plan? Yes _____ No _____

K. 16 310-16 POST EMPLOYMENT CONFLICT OF INTEREST (MARCH 1985)

The contractor certifies that in developing a proposal in response to the solicitation for this contract, it has not utilized the services of any former Education Department (ED) employee who, while working

for the Government, participated personally and substantially in, or was officially responsible for, the development or drafting of the solicitation for this contract. The contractor further certifies that it did not utilize the services of such an ED employee in assisting or representing the offeror at negotiations for this contract.

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror the a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of Provision)

L. 2 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT 1997)

(a) "Definitions." As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) "Amendments to solicitations." If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) "Submission, modification, revision, and withdrawal of proposals."

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show--
- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) "Submission, modification, revision, and withdrawal of proposals."
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)
 - (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) "Offer expiration date." Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
 - (e) "Restriction on disclosure and use of data." Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) "Contract award."

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(f)

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

(Reference 52.222-24)

L. 4 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Pamela Bone, CO Contracts & Acquisitions Mgt., US Department of Education, 550 12th Street SW - 7th Floor, Washington, DC 2020-4230

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L. 5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Provisions can be found at the following web address:
https://www.acquisition.gov/far/html/52_000_107.html

(End of Provision)

L. 6 307-1 ORDER OF PRECEDENCE (SOLICITATION) (NOVEMBER 1986)

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- (a) the Schedule (excluding the work statement or specification),
- (b) representations and other instructions,
- (c) contract clauses (Section I)
- (d) any incorporated documents, exhibits, or attachments, excluding the work statement or specifications, and
- (e) work statement or specifications.

L. 7 311-1 TYPE OF CONTRACT (MARCH 1986)

The Government contemplates award of a Firm Fixed Price type contract from this solicitation.

L. 8 311-2a ESTIMATED LEVEL OF EFFORT (April 2011)

To assist you in the preparation of your proposal, the Government has estimated the effort to perform this contract. The estimated level of effort is

LEVEL OF EFFORT (5 year total) Appalachia--164,000; Central--160,300; Mid-Atlantic--194,100; Midwest--279,750; NIE--280,750; Northwest--151,700; Pacific--122,200; Southeast--253,050; Southwest--257,550; West--280,750; Opt Task 8--13,500 .

These numbers are furnished for the offeror's information only and are not considered restrictive for proposal purposes.

(END OF CLAUSE)

L. 9 311-3 TECHNICAL PROPOSAL INSTRUCTIONS (MARCH 1986)

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. You must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives. A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

You must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project.

Their resumes should be included and should contain information on education, background, recent experience, and specific requirement related or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project. The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, or grants should be included and contain the name of the customer, contract or grant number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer. The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract. The technical proposal must be prepared and submitted in the following format: Technical Proposal Instructions to Offerors

Offerors shall describe their proposed five-year technical plan. The plan for the first year of the contract requires greater detail than the plan for the subsequent four years. This approach allows the U.S. Department of Education (ED or the Department) to assess the ability of the offerors to carry out the work over the performance period but reflects an understanding that some aspects of the work will change over time within the appropriation authorized by the statute.

Offerors shall cover Tasks 1-7 in the technical proposal. Offerors shall ensure that, in preparing their technical proposal, they plan to allocate not less than 25 percent of their budget for Tasks 1-5 to rural areas, including schools funded by the Bureau of Indian Affairs, as specified by statute.

Offerors shall indicate how they propose to carry out the work of the Regional Educational Laboratory (REL), and shall not merely repeat the language of the Performance Work Statement (PWS). To encourage offerors to use their expertise and creativity, the PWS describes the purpose and identifies the tasks for the contract, but offerors shall provide specific details about how they propose to accomplish the purpose and tasks. The PWS identifies some issues, but offerors shall raise additional issues as appropriate and shall provide specific details about how they propose to handle the issues.

Technical proposals should be no more than 120 pages long, excluding appendices, double-sided, double-spaced with a 12-point font size and margins of at least 1 inch in a binder. The following appendices shall be included:

1. Resumes: One appendix shall include the resumes of key project staff. Resumes should include each person's professional background, including degrees held and specializations, along with relevant professional experience. The resumes of proposed staff should be no longer than three (3) pages each.
2. Relevant corporate experience: A second appendix shall include a brief (one paragraph) description of each relevant project and activity that the offeror considers key documentation for corporate experience. These should be consistent with, but may include more than, the projects/activities used to justify the offeror's experience by task.

3. Other appendices as specified by task. As evidence of their experience in or capacity to conduct similar work, the offeror is encouraged to provide exemplars that are relevant to the requirements of certain tasks.

Organization of the Technical Proposal

After providing some preliminary background information, offerors are encouraged to organize their proposal according to the tasks and subtasks described in the PWS, while still ensuring that connections between tasks are made when appropriate. In the Technical Proposal, offerors shall demonstrate a thorough understanding of the goals and activities of the PWS. The technical proposal must describe the offeror's plans to accomplish each activity and the relevant deliverables. The plan shall include fully developed actions to accomplish the tasks and subtasks.

For each task in the PWS, the offerors shall provide the following information:

- A broad description of the work - strategies, operations, procedures, and activities - that they propose to achieve task objectives over the five-year contract period, including a schedule of deliverables.
- Specific detail about the strategies, operations, procedures, activities and deliverables proposed for Year 1.
- A justification for why these strategies are the best option for the region.
- A description of work that the offeror has conducted in the past that demonstrates that the offeror has the experience to carry out the task as described.
- A list of up to five (5) key personnel that will work on the task, their expected roles, and a description of the experience and expertise that the offeror believes qualifies these proposed staff to implement the task successfully. (Resumes should be provided in an appendix; this section should include no more than one paragraph for each key person that points towards the most relevant experience and qualifications that are applicable to the particular task).
- A staff loading chart that lists key personnel and percent FTE by Task for each contract year.
- Additional instructions (if applicable, as specified below for certain tasks).

ED encourages offerors to use the categories above -- overall work plan, Year 1 work plan, justification for approach and focus, corporate experience, staff qualifications, staff loading chart, and additional instructions (as needed)- to structure their technical proposal discussion of each Task.

Cover Sheet

A cover sheet should be provided with the name and address of the firm, as well as the signature of an officer of the firm.

Table of Contents

The table of contents shall include the identification of the key authors of each section, by name and proposed role in the project.

Task 1: Needs Assessment:

The offeror shall describe its understanding of the overall education needs of the region and how it came to those judgments.

Among the identified regional needs, the offeror shall identify three to five specific education topics that, upon award, will be the major focus for the offeror's research alliances, analytic technical support, research and evaluation studies, and dissemination efforts during the contract period. Offerors are encouraged to select topics that are of broad national interest but are specific enough that a substantial measurable contribution can be made to the region. The offeror shall provide a sound justification for why the particular topics were chosen and a short synopsis of how the proposed work under the remaining tasks creates a cohesive set of activities and body of evidence in these topic areas. Through its description of the experiences and expertise of key personnel proposed to work on each task, the contractor shall demonstrate that its team includes staff with appropriate qualifications to carry out the work in these topic areas.

Task 2: Maintenance and Refinement of Research Alliances

The offeror shall describe in general terms the set of research alliances (their topic area, objectives, composition, and work agenda) that are expected to be implemented over the five-year contract period.

In providing detail for Year 1, the offeror shall describe with specificity the research alliances that will be implemented/initiated in the first year of the contract. For each research alliance, offerors shall include the focus of the research alliance (the topic area and education problem or concern that will be addressed); the goals and objectives of the research alliance work; how the offeror will measure achievement of the goals; the number, roles, and geographic location of research alliance participants that will be targeted for participation; and a brief summary of the proposed activities of the research alliance, including analytic support activities (with more detail provided under Task 3), research/evaluation studies (with more detail provided under Task 4), and specific dissemination activities.

In a supporting appendix, the offeror shall provide the following information for each of the proposed Year 1 research alliances:

- a. Letters of interest from up to 3 potential research alliance participants, indicating their understanding of the research alliance goals and the nature of participation expected (such as participation in randomized trials or other studies).
- b. Any special considerations anticipated in soliciting and maintaining research alliance membership (including proposed activities to maximize input and engagement of research alliance participants on an on-going basis)
- c. A detailed agenda for the proposed first formal meeting of the research alliance
- d. Proposed calendar of events for the first 12 months of the contract
- e. Other considerations specifically related to this research alliance concern or the area in which it will be addressed

Task 3: Analytic Technical Support

In addition to providing the five-year and Year 1 plans, justification, corporate experience, and staff qualifications that pertain to this task, the contractor shall provide in a supporting appendix exemplars of its prior or current work providing analytic technical support. The contractor shall provide the following:

1. A short (up to 15 pages) analytic technical assistance document or part of a document that the offeror has used within the last 3 years. The document may not have been revised to reflect any comments from Institute of Education Sciences (IES) or its designees. If a document does not exist, the offeror shall provide a sample of a product it would produce if awarded the contract.
2. An agenda of an event that was designed to provide analytical technical assistance to education stakeholders that occurred within the last three years. The agenda may not have been revised to reflect any comments from IES or its designees. If an actual agenda does not exist, then the offeror shall provide a sample of an agenda that it would propose if awarded the contract.

Task 4: Applied Research and Evaluation Studies

In addition to providing the five-year and Year 1 plans, justification, corporate experience, and staff qualifications that pertain to this Task, in a supporting appendix the contractor shall provide exemplars of its prior or current work designing and conducting research and evaluation studies.

The contractor shall provide two (2) research/evaluation papers or reports (or parts of papers or reports) that reflect the diversity of analytic studies that the contractor has conducted within the last three (3) years. The papers or reports provided should demonstrate the contractor's commitment to quality, rigor, relevance, and usefulness to practitioners. Each paper or report shall not exceed 15 double spaced pages (table of contents, title page, and other introductory pages excluded). If the original document exceeds 15 pages, the offeror shall provide an excerpt that includes relevance, methodology and analysis. The document may not have been revised to reflect any comments from IES or its designees. The offeror may choose to develop a product for this proposal if one does not exist.

Task 5: Dissemination

In addition to providing the five-year and Year 1 plans, justification, corporate experience, and staff qualifications that pertain to this Task, in a supporting appendix the contractor shall provide exemplars of its prior or current work disseminating research and evaluation findings to stakeholders. The contractor shall provide an agenda for and summary of two events that were designed to disseminate to and engage practitioners with research or evaluation findings that were held during the past 3 years. If the offeror has not conducted such activities, the offeror shall provide an agenda for two events that it would propose to conduct if awarded the contract. Each event summary, including agenda, should be no longer than 5 pages.

Task 6: Collaboration and Coordination

No additional instructions.

Task 7: Management and Reporting

No additional instructions.

Staffing and Management Plan

Although the offeror will have already described the relevant qualifications of key staff (prime contractor and any subcontractors or consultants) proposed to implement each task of the PWS, in this section the offeror shall describe the staffing and management plan. Offerors shall explain clearly how they propose to manage and coordinate contract operations and personnel working on the contract, including any subcontractors and consultants. Offerors shall describe how they propose to ensure the completion of the work of the contract on time, within budget, and to ED standards of acceptable quality. Please refer to Attachment B, Quality Assurance Surveillance Plan (QASP). Offerors shall describe functional responsibilities, lines of communication and authority for project management, including any sub-contractual arrangements. Offerors shall describe clearly their internal quality control plan that addresses accountability in each task area.

In addition to addressing these issues, the offeror shall provide the following:

1. A chart summarizing the roles, lines of authority and responsibility, and reporting structures of key personnel for each task.
2. A table indicating the number of proposed hours of each key staff person by task/subtask and their availability to conduct the proposed work. Offerors shall include the proportion of each key staff person's time that is committed to other projects (including but not limited to federal and non-federal obligations and outside consulting assignments). In addition, one or more columns shall include the proportion of each person's time included in proposals for other work that includes the period 2012-2017.

The contractor will determine all the labor categories and staffing levels appropriate for completing the goals of the project. All contractor staff shall be United States citizens or legal permanent residents.

Proposal Instructions for Optional Task 8: Coordinating Entity

An offeror interested in submitting a proposal for task 8 shall submit a separate stand-alone proposal for Task 8. ED panels first will review the proposals for Tasks 1-7 in each of the 10 regions. After ED selects the contractors for the 10 regional contracts, a panel will review any Task 8 proposals submitted by the 10 contractors selected. Task 8 will be awarded to one of the 10 regional contracts.

In the Optional Task 8 proposals, offerors shall describe their proposed five-year technical plan, providing specific detail for the first of five years. As with the other tasks, this approach allows the Department to assess the ability of the offeror to carry out the work over the contract period but reflects an understanding that some aspects of the work will change over time. The successful offeror will have an opportunity to update the work plan each year.

Offerors shall follow General Instructions for proposal submission, including separate technical and business proposals for the project. Technical proposals for Optional Task 8 shall be no more than 25 pages excluding small business plan and appendices, double-sided, double spaced with a 12-point font size, and margins of at least 1 inch.

The proposal for Optional Task 8 shall include a cover sheet, table of contents, a one page executive summary, technical plan, information on personnel, management plan, and small business plan.

Cover Sheet

A cover sheet with the name and address of the firm, as well as the signature of an officer of the firm shall be provided.

Table of Contents

The table of contents shall include the identification of the key authors of each section, by name and proposed role in the project.

Technical Plan

The offeror shall provide the following information in the technical plan:

- A broad description of the proposed work, including strategies, operations, procedures, and activities, that will achieve the task's objectives over the five-year contract period, including a schedule of deliverables.
- Specific detail about the strategies, operations, procedures, activities and deliverables proposed for Year 1.
- A justification for why the strategies that the offeror is proposing will be an efficient and useful way to coordinate cross-REL information sharing.
- A detailed description of an intranet design that is user friendly and effective at promoting cross-REL sharing of documents and ideas.
- A description of work that the offeror has conducted in the past that demonstrates that the offeror has the experience to carry out the task as described.
- A list of up to 5 key personnel who will work on the task, their expected roles, and a description of the experience and expertise that the offeror believes qualifies these proposed staff to successfully implement the task. This section should include no more than one paragraph for each key person and should highlight the most relevant experience and qualifications applicable to the particular task; resumes should be provided in appendix.

The following appendices shall be included:

1. Resumes: One appendix shall include the resumes of key project staff. Resumes should include each person's professional background, including degrees held and specializations, along with relevant professional experience. The resumes of proposed staff should be no longer than 3 pages each.
2. Relevant corporate experience: A second appendix shall include a one paragraph description of each relevant project and activity that the offeror considers key documentation for corporate experience. These should be consistent with, but may include more than, the projects/activities used to justify the offeror's experience by task.
3. Other appendices as specified below: As evidence of experience in or capacity to conduct similar work, the offeror is encouraged to provide exemplars that are relevant to the requirements of certain tasks.

Staffing and Management Plan

Offerors shall demonstrate how they propose to manage and coordinate contract operations and personnel working on the tasks, including any subcontractors and consultants, and among the staff working on Tasks 1-7. Offerors shall describe how they propose to ensure the completion of the work of the tasks on time, within budget, and to ED standards of acceptable quality. Offerors shall describe functional responsibilities, lines of communication and authority for project management, including any subcontractor arrangements. Offerors shall discuss their internal quality control plan that addresses accountability in each Task area.

In addition to text addressing these issues, the offeror shall provide the following:

1. A chart summarizing the roles, lines of authority and responsibility, and reporting structures of key personnel for Task 8 with the leadership of Tasks 1-7.
2. A table indicating the number of proposed hours of each key staff person within this task.
3. A table indicating the availability of key staff to conduct the proposed work. Offerors shall include the proportion of each staff person's time that is committed to other projects (including but not limited to federal and non-federal obligations and outside consulting assignments). In addition, one or more columns shall include the proportion of each person's time included in proposals for other work that includes the period 2012-2017.

The contractor will determine the labor categories and staffing levels appropriate for completing the goals of the project. All contractor staff shall be United States citizens or legal permanent residents.

L. 10 311-4a BUSINESS PROPOSAL INSTRUCTIONS (AUG 2007)

The offeror(s) business proposal must contain the following information. This RFP may contain additional RFP-specific business proposal instructions elsewhere in Section L or in Section J. A. Standard Form 33, "Solicitation, Offer and Award", the Special Provision article entitled "Contract Administrator," and "Representations, Certifications, and Other Statements of Offerors or Quoters of Section K" must be properly filled out and signed by an official authorized to bind the offeror. Your proposal must stipulate that it is predicated upon all the terms and conditions of this RFP. B. The information, if any, required by the provision FAR 52.215-20, "Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, Alternative IV" as incorporated in Section L of this solicitation. C. Property and equipment - It is ED policy that contractors provide all equipment and facilities necessary for performance of contracts; however, in some instances, an exception may be granted to furnish Government-owned property or to authorize purchase with contract funds. If additional equipment must be acquired, you must include in your proposal the description and estimated cost of each item, and whether you propose to acquire the item with your own funds. The description shall include the following elements for individual items which will exceed \$1,000 in cost: (1) A brief statement of function; (2) manufacturer and manufacturer's brand name, model or part number; and (3) vendor and its proposed price. You must identify all Government-owned property in your possession and all property acquired from Federal funds, to which you have title, that is proposed to be used in the performance of the prospective contract. D. Other Administrative Details: (1) The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations. (2) Block 12 of Standard Form 33 must contain a Statement to the effect that your offer is firm for a period of at least 180 days Enter number of calendar days offer is firm for calendar days from the date of receipt of offers specified by the Government. E. Responsibility of Prospective Contractor - In order for an offeror to receive a contract, the contracting officer must first make an affirmative determination that the prospective contractor is responsible in accordance with the provisions of FAR 9.104. To assist the contracting officer in this regard, the offeror shall supply sufficient categorical descriptions and statements to establish the following: (1) The offeror's financial capability; including detail for the accounting system and controls employed by the offeror; (2) the offeror's capability to meet delivery or performance schedules; (3) the offeror's record of past performance, including a listing of references with contract and grant numbers and the addresses and phone numbers of those with whom the offeror has most recently conducted business. (4) the offeror's record of business integrity; (5) the offeror's possession of necessary organizational experience, technical skills or the ability to obtain them; (6) the offeror's possession of necessary facilities; or the ability to obtain them; (7) the offeror's compliance with subcontract requirements; and (8) any other special considerations involved in the acquisition. F. Conflict of Interest Plan - The Offeror shall submit a Conflict of Interest Plan, providing details on its policies and procedures to identify and avoid potential organizational or personal conflicts of interest (or apparent conflicts of interest). The Plan should also address procedures taken to neutralize or mitigate such conflicts, if they have not been or cannot be avoided. The Plan should indicate that such policies and procedures are operative throughout the period of performance of the contract or task order. The policies should address, at a minimum, gifts, outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families, in order to assess actual or apparent conflicts of interest should be included in the plan. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The thoroughness, completeness and effectiveness of the Plan shall be evaluated as part of the Offeror's overall proposal. The Plan will be incorporated into the contract or task order awarded to the successful Offeror. NOTE: THESE DESCRIPTIONS AND STATEMENTS SHOULD ALSO BE INCORPORATED IN THE TECHNICAL PROPOSAL, AS CONDUCIVE OF SEPARATE EXAMINATION BY THE TECHNICAL EVALUATORS DURING THE PROCESS OF TECHNICAL EVALUATION.

L. 11 311-5 FORMS CLEARANCE PROCESS (MARCH 1986)

Reference is made to the General Provision entitled "Paperwork

Reduction Act." If the contractor has proposed the use of any plan, questionnaire, interview guide or other similar device which calls either for answers to identical questions from ten or more persons other than Federal employees or information from Federal employees which is outside the scope of their employment, any of which is to be used by the Federal Government or disclosed to third parties, clearances from the Deputy Under Secretary for Management or his/her delegate within the Department of Education and the Office of Management and Budget shall first be obtained. Those should be expected to take at least 120 days together. Offerors' proposals shall accordingly reflect that 120 day period in proposal timelines if the Paperwork Reduction Act is applicable.

L. 12 311-6 CLARIFICATION QUESTIONS (APRIL 1998)

Offerors must submit all clarification questions concerning this solicitation in writing to the contract specialist. Questions may be submitted via E-Mail, fax or regular mail to:

sharon.masciana@ed.gov

ED will accept clarification questions until May 18, 2011 no later than 2:00 pm EST . After this date
ED

does not guarantee that a response will be given.

Oral explanations or instructions given by the Government before the award of the contract(s) shall not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if a lack of it would be prejudicial to any other prospective offerors.

L. 13 311-9 COMMENTS ON SMALL BUSINESS REGULATORY ENFORCEMENT(JUNE 1998)

Small Business Comments are Important:

The Small Business and Agriculture Regulatory Enforcement Ombudsman and 10 Regional Fairness Boards were established to receive comments from small businesses about federal agency enforcement actions. The

Ombudsman will annually evaluate the enforcement activities and rate each agency's responsiveness to small business. If you wish to comment on the enforcement actions of the U.S. Department of Education, call 1-888-REG-FAIR (1-888-734-3247).

L. 14 314-1 PAST PERFORMANCE REPORT (MAR 1996)

Each offeror shall submit the following information as a separately bound part of its proposal for both the offeror and proposed major subcontractors. Major, as defined here and in the remainder of sections L and M regarding past performance, is any subcontractor that is subcontracted for a minimum of 25% of the total contract amount. Each major subcontractor shall identify the name of the prime contractor on each of its past performance forms. If the offeror has no relevant corporate or organizational past performance, the offeror may substitute past performance of a predecessor company or of the offeror's management or proposed key personnel who have relevant experience.

A. Each offeror shall submit information about its most recent four contracts, completed in the last three years or currently in process, which are of similar size, scope, complexity or, in any way, are relevant to the effort required by this solicitation. If the offeror's last four similar contracts are all currently in process, submit the last three similar contracts currently in process, and the most recent similar contract completed within the last three years. Contracts listed may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Contracts with the parent or an affiliate of the offeror may not be used.

Include the following information for each contract and subcontract:

1. Identification
 - a. Name of the contracting activity
 - b. Program title or product name
 - c. Contract number
 - d. Contract type
 - e. Period of performance, including all option periods
 - f. Contract Value:
 - (1) Initial projected total contract amount including all option periods
 - (2) Final or current projected total contract amount including all option periods
 - g. Points of Contact
 - (1) Contracting officer and telephone and fax number and e-mail address (if known)
 - (2) Administrative contracting officer, if different from above, and telephone and fax number and e-mail address (if known)
 - (3) Program manager, COTR or technical officer and telephone and fax number and e-mail address (if known)
2. Work performed and relevance
 - a. Brief synopsis of work performed

- b. Brief discussion of how the work performed is relevant to the statement of work in this solicitation
 - c. Brief, specific examples of the offeror's high quality performance
 - 3. If any of the listed contracts are award-fee or incentive contracts, include a table showing fees awarded and the minimum and maximum available fee for each period.
 - 4. Paragraph E. below requires you to send a copy of the "Contractor Information Form" to each of your references. In your past performance report, include:
 - a. The date you sent the "Contractor Information Form" to each reference.
 - b. How you sent it (e.g., fax, mail, express delivery service, courier, e-mail, etc.).
 - c. To whom you sent it including telephone and fax number and e-mail address (if known).
- B. The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Other than the information requested in A above, offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- C. Offerors should understand the difference between experience and past performance. Experience reflects the offeror's capability of performing a requirement. Past performance reflects how well it has performed similar requirements. In assessing past performance, the quality of the offeror's past performance is of primary significance, not the quantity of previous contracts performed. An offeror's experience will be evaluated in the technical proposal. For further guidance on including information on experience or how experience will be evaluated refer to the technical proposal instructions and evaluation criteria.
- D. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599).
- Identify which segment of the company (one division or the entire company) received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply. Information about awards will be considered in evaluation of each of the past performance subfactors described in Section M. The offeror may describe how the award relates to one or more of the subfactors.
- E. No later than the date proposals are due under this solicitation (see Block 9 of Standard Form 33), send a copy to each of your four references of the "Contractor Performance Information" form attached to this solicitation. Ask each reference to complete the form and return it to the contracting officer as prescribed on the form. Completed forms from references are due 10 calendar days after the date proposals are due under this solicitation. Request that the reference please return the completed form to the contracting officer by this date. Do not ask the reference to give you a copy of the completed form or any information therefrom. Beyond that initial request, you do not need to follow up with the reference; the contracting officer will contact the reference if necessary.
- F. Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the government. The government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

The "Contractor Performance Information" form identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received in the evaluation of the offeror's past performance.

L. 15 ADDITIONAL PAST PERFORMANCE INSTRUCTIONS

Vendor Past Performance

1. Information for assessing vendor past performance (VPP). Offerors shall provide a complete list of the title, contract or grant number, award date, end date, and dollar amount of all contracts and grants with the U.S. Department of Education that are current or ended after November 1, 2010. This list shall be provided for any proposed subcontractors and consultants as well as for the proposed prime contractor. For contracts or grants directly relevant to this procurement, including Optional Task 8, if applicable—either as a basis for corporate qualifications or as a source of potential conflicts of interest—a brief summary of the contract or grant activities shall also be provided.
2. Past Performance References (VPP). In addition to the requested list above, each offeror shall provide three relevant past performance references for projects of similar size and scope, either commercial or federal contracts (or task orders), awarded to the offeror. Please see Section L, 314-1 PAST PERFORMANCE REPORT (MAR 1996) for further information regarding offerors past performance information to be provided. The vendor may use Attachment F--Vendor Past Performance form when requesting Vendor Past Performance reports.

L. 16 311-2 Supplemental Instructions

The following instructions supplement the instructions in provision 52.215-1 Instructions to Offerors -- Competitive Acquisitions. Proposals submitted in response to this solicitation must be prepared in three parts: a "Technical Proposal," a "Business Proposal," and a "Past Performance Report." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of evaluation of the other. The technical proposal must not contain reference to cost or price; however, appropriate resource information, such as data concerning labor hours and categories, materials, subcontracts, etc., must be contained in the technical proposal so that your understanding of the scope of the work may be evaluated. The technical proposal must disclose your technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirements of the technical proposal instructions.

You must submit an original and five (5) copies of your technical proposal and an original and five (5) copies of your business proposal and an original and three (3) copies of your past performance report to: U.S. Department of Education, Office of the Chief Financial Officer, ATTN: Sharon Masciana, 400 Maryland Avenue, S.W., Room 7129, Washington, DC 20202-4230. The offeror must clearly label the Original on cover, and when there is a discrepancy between the Original and Copies, the Original shall take precedence.

Hand-carried proposals must be delivered to the U.S. Department of Education, Office of the Chief Financial Officer, Contracts and Acquisitions Management, 550 12th Street, SW, Room 7129, Washington, DC, 20202, by entering the building and stopping at the Guard's Desk. Offerors are directed to call Contracts and Acquisitions Management at 202-245-6289 (if no answer is received at this number please call the Contract Specialist or Contracting Officer at the number listed elsewhere in this solicitation). Offerors should indicate the solicitation number for which they are submitting a proposal and should have proper identification. Offerors will be required to sign in and be escorted to Contracts and Acquisitions Management, where the proposal will be officially received. Offerors should consider this delay in meeting the time specified for proposal receipt.

Offerors are encouraged to submit proposals on recycled paper with a high post-consumer waste content. Your proposal will become part of the official contract file. The solicitation does not commit the Government to pay any cost for the preparation and submission of a proposal. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition.

ADDITIONAL GENERAL INSTRUCTIONS TO OFFERORS

Eligible applicants include research organizations, institutions, agencies, institutions of higher education, or partnerships among such entities, or individuals, with the demonstrated ability or capacity to carry out the activities.

An offeror who submits a proposal for a REL contract for one region also may submit separate proposals for other REL contracts. If an offeror submits proposals for more than one REL contract, the offeror needs to state this in each proposal and make it clear how the offeror would manage the workload if the offeror were to receive the award for more than one REL contract. Each individual named in a proposal may be committed for no more than one full-time equivalent (FTE), which includes all employment. Each proposal for each REL region will be reviewed by a separate panel.

Offerors shall also submit all Volumes electronically to Sharon.Masciana@ed.gov as follows:
The technical proposal shall be submitted electronically in WORD AND PDF format. The business proposal shall be submitted electronically as an EXCEL WORKBOOK.
The past performance volume shall be submitted electronically in WORD or PDF format.

The outside of the proposal packaging, the cover of each proposal, and the header of each proposal page should contain the title Regional Educational Laboratory (REL) 2012-2017 and the solicitation number ED-IES-11-R-0036 followed on the next line by the designation of the particular region (e.g., Appalachia Region, Northwest Region).

The government will not be obligated to provide any equipment or a work site.

FOR FURTHER INSTRUCTIONS ABOUT THE OFFEROR'S TECHNICAL PROPOSAL, BUSINESS PROPOSAL AND VENDOR PAST PERFORMANCE, SEE SPECIFIC INSTRUCTIONS LOCATED IN CLAUSE 311-3-TECHNICAL PROPOSAL INSTRUCTIONS, CLAUSE 311-4A-BUSINESS PROPOSAL INSTRUCTIONS AND CLAUSE 314-1-- PAST PERFORMANCE REPORT.

L. 17 ADDITIONAL BUSINESS PROPOSAL INSTRUCTIONS

Business Proposal Instructions

Background Information

The Department anticipates awarding a contract through a full and open competition, incrementally funded and subject to the availability of funds.

The appropriated amounts for the REL program for fiscal years 2012-2017 are unknown, in preparing the proposal the offeror shall assume an annual amount equal to the average FY 2006-2010 appropriation of \$69 million, which equates to \$345 million over 5 years. That amount will be allocated across each of the 10 RELs based on statutory guidance (see Section 174(a) of ESRA) with the results indicated below:

Regional Educational Percentage of Annual Average FY 2006-2010

Laboratory and Percentage

Appalachia -- 8.2%
Central -- 8.5%
Mid-Atlantic -- 8.9%
Midwest -- 13.1%
Northeast and Islands -- 10.4%
Northwest -- 8.4%
Pacific -- 7.0%
Southeast -- 11.2%
Southwest -- 11.7%
West -- 12.0%
Task 8 -- 0.6%

If appropriations are less than \$69 million in any year, each REL's contract amount and scope of work will be reduced proportionally.

The Department also anticipates that this will be a Firm Fixed Price (FFP) contract. However, instead of setting a price for each deliverable specified in the technical proposal for the full five years of the contract, the identification, schedule, and pricing of deliverables will be determined and fixed each year based on the Year 1 work plan agreed to at the time of contract award and, for succeeding years the Updated Annual Plan (refer to PWS 7.2) proposed by the successful offeror, reviewed and commented upon by the COR, and approved by the CS.

Organization of Business Proposal

Cover Sheet

ED requests that contractors provide the following information on the cover sheet of the business proposal:

- 1) Solicitation Number ED-IES-11-R-0036
- 2) The name of offeror and the sub-contractors
- 3) The percentage of the total proposed budget that will be given to each subcontractor
- 4) The task/subtask that will be performed by each subcontractor

Proposed Prices

The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations, and a statement to the effect that your offer is firm for a period of at least 180 calendar days from the date of receipt of offers specified by the Government. Education anticipates making awards on or about January 3, 2012.

The offeror shall also provide summary pages showing all contract prices for each of the contract periods Years 1-5. The offeror shall submit supporting information documenting their price build up by year. Even though the Department intends to award contracts on a firm fixed price basis the offerors shall submit adequate data to allow complete analysis and evaluation of proposed prices. If necessary, ED will request other than cost and pricing data to determine that prices are considered fair and reasonable.

If requesting Advance Payment in accordance with FAR clause 52.232-12 Advance Payments, Offerors are required to submit an application in order to use Advance Payment as a method of contract financing. Offerors should review FAR clause 52.217-2 Cancellation Under Multi-year Contracts and address potential need to include cancellation costs in their proposal. ED believes that the cancellation ceiling is \$0 because the contract may not require nonrecurring costs.

Similar business information shall also be submitted for subcontractors.

Food costs are not allowable; offerors shall not include food in their proposals.

Government per diem rules apply for travel costs. REL funding cannot be used for invitational travel; therefore the contractor shall not receive federal reimbursement for travel or food payments to recipients of REL services. Participants in bridge events (refer to PWS Task 5) will need to pay for their own participation.

Members of the alliances are recipients of REL services and cannot be paid to participate. If an alliance participant has particular expertise required to complete an IES-approved work product, they can be compensated as a subcontractor or consultant but such arrangements must be approved by the CO and COR.

Offerors shall submit three types of proposed business spreadsheets, including:

1. The price for each task and a total for the 60 months of the contract. As guidance on ED's expectations about the level of effort devoted to each task, offerors shall assume that the full five year contract resources are allocated as follows:

Task Number and Approximate Percentage of Contract Resources:

| | | |
|--------|----|----|
| Task 1 | -- | 5 |
| Task 2 | -- | 10 |
| Task 3 | -- | 20 |
| Task 4 | -- | 35 |
| Task 5 | -- | 15 |
| Task 6 | -- | 5 |
| Task 7 | -- | 10 |

These are approximated percentages, and offerors may deviate from them to some extent to meet the needs of their region. In addition, ED's estimated task allocations apply to the full five-year contract period; ED understands that different tasks may be more or less active (and thus represent a higher or lower fraction of resources) in any given year.

Offerors shall ensure that, in preparing their business proposals, they plan to allocate not less than 25 percent of their budget for Tasks 1-5 to rural areas, including schools funded by the Bureau of Indian Affairs, as specified by statute.

1. Total proposed price for each task evenly distributed across each of the five years of the contract, representing the expected incremental amount the contractor will receive from ED each year.
2. The realistic proposed price by task and overall for Year 1. These proposed prices shall be consistent with the detailed Year 1 work plan that the contractor shall provide as part of the technical proposal.
3. In addition, the Offeror shall include a separate price proposal to support an option to extend services by six months for the period of performance from January 3, 2017 to June 2, 2017. (Reference 52.217-8.)

Along with the Year 1 budget, the offeror shall include a list of each Year 1 deliverable and a proposed payment amount (as required in number 3 above) for that fixed price deliverable, such that the total payment for all deliverables equals the proposed Year 1 budget (reference #3 above). Offerors shall propose a Pricing and Payment Schedule based on the price of each Year 1 deliverable but may propose apportioning the price of some deliverables over time in order to receive payment on a more regular basis. Such apportionment must be accompanied by a valid interim deliverable that demonstrates successful progress towards the completion of the deliverable. ED will pay the corresponding invoice only after ED has accepted each fixed price deliverable, including the interim deliverables. As stated in the PWS, offerors may not reimburse travel or meal payments to recipients of REL services.

Other Information and Documentation (appendices)

1. Conflict of interest mitigation plan. The thoroughness, completeness and effectiveness of the plan shall be evaluated as part of the offeror's overall proposal. The plan will be incorporated into the contract awarded to the successful offeror.
2. Small business subcontracting plan. Large offerors must submit a small business-subcontracting plan, in accordance with 48 CFR, 19.702 Statutory Requirements.

ED's current subcontracting small business goals are as follows:

Small Business (SB): 37.3%;
Small Disadvantaged Business (SDB): 5%;
Women Owned Small Business (WOSB): 5%;
Historically Underutilized Business Zone (HUBZone): 3%;
Service-Disabled Veteran-Owned Small Business (SDVOSB): 3%.

The categories listed above imply no order of preference. The goals are a percentage of total subcontract dollars.

ED values an approach where technical, analytic, or significant service is performed by a small business. See Evaluation Criteria for further information. In its proposed small business subcontracting plan, the offeror shall state the type of work to be performed by a small business and the percentage of work proposed to be performed by a small business. The offeror shall also state the name of the small business and type of small business concern. Offerors shall submit a summary page with all subcontractors listed by total subcontracting dollars and percentages of subcontracting dollars. Please make sure that the primary contractor is proposed to perform more than 50% of the work if the prime contractor is a small business.

Plan for use of subcontractors and consultants. Proposals shall include plans for all subcontractors or consultants proposed to conduct part of the work, provided that evidence is presented that any proposed subcontractor or consultant is fully capable of performing the assigned tasks and will be working under the effective control of the offeror on the project. The small business plan should describe the task work to enable the Government to judge whether the work is substantive. Letter(s) by proposed subcontractors/consultants indicating willingness to serve, if the offeror is selected, shall be included in an appendix.

Business Proposal for Optional Task 8

The Department anticipates that this will be a Fixed Price task. However, instead of setting a price for each deliverable specified in the technical proposal for the full five years of the task, the identification, schedule, and pricing of deliverables will be determined and fixed each year based

on the Year 1 work plan agreed to at the time of contract award and, for succeeding years the Updated Annual Plan (see Task 7.2) proposed by the successful offeror, reviewed and commented upon by the COR, and approved by the CS.

Organization of Business Proposal

Cover Sheet

ED requests the contractors to provide the following information in the cover sheet of your business proposal:

- 1) The name of the offeror and the subcontractors
- 2) The percentage of the total proposed budget that will be given to each subcontractor
- 3) The task/subtask that will be performed by each subcontractor

Proposed Price

The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations, and a statement to the effect that your offer is firm for a period of at least 180 calendar days from the date of receipt of offers specified by the Government. Education anticipates making awards on or about January 3, 2012.

The offeror shall also provide summary pages showing all contract prices for each of the contract periods Years 1-5. The offeror shall submit supporting information documenting their price build up by year. Even though the Department intends to award contracts on a firm fixed price basis the offerors shall submit adequate data to allow complete analysis and evaluation of proposed prices. If necessary, ED will request other than cost and pricing data to determine that prices are considered fair and reasonable.

If requesting Advance Payment in accordance with FAR clause 52.232-12 Advance Payments, Offerors are required to submit an application in order to use Advance Payment as a method of contract financing.

Offerors should review FAR clause 52.217-2 Cancellation Under Multi-year Contracts and address potential need to include cancellation costs in their proposal. ED believes that the cancellation ceiling is \$0 because the contract may not require nonrecurring costs.

Similar business information shall also be submitted for subcontractors. Offerors shall submit two types of proposed price spreadsheets, including:

1. Total proposed price for Optional Task 8 evenly distributed across each of the five years of the contract, representing the expected incremental amount the contractor will receive from ED each year.
2. The realistic proposed price by task and overall for Year 1. These proposed prices shall be consistent with the detailed Year 1 work plan the contractor must provide as part of the technical proposal.
3. In addition, the Offeror shall include a separate price proposal to support an option to extend services by six months for the period of performance from January 3, 2017 to June 2, 2017. (Reference 52.217-8.)

Along with the Year 1 budget, the offeror shall include a list of each Year 1 deliverable and a proposed payment amount (as required in number 2 above) for the fixed price deliverable, such that the total payment for all deliverables equals the proposed Year 1 budget (reference #2 above). Offerors shall propose a Pricing and Payment Schedule based on the price of each Year 1 deliverable, but may propose apportioning the price of some deliverables over time in order to receive payment on a more regular basis. Such apportionment must be accompanied by a valid interim deliverable that demonstrates successful progress towards the completion of the deliverable. ED will pay the corresponding invoice only after ED has accepted each fixed price deliverable, including the interim deliverables. As stated in the PWS, offerors may not reimburse travel or meal payments to recipients of REL services.

Conflict of interest mitigation plan. The thoroughness, completeness and effectiveness of the plan shall be evaluated as part of the offeror's overall proposal. The plan will be incorporated into the contract or task order awarded to the successful offeror.

Plan for use of subcontractors and consultants. Proposals shall include plans for subcontractors or consultants to conduct part of the work, provided that evidence is presented that any proposed subcontractor or consultant is fully capable of performing the assigned tasks and will be working under the effective control of the offeror on the project. Letter(s) by proposed subcontractors/consultants indicating willingness to serve, if the offeror is selected, shall be included in an appendix

Offerors shall submit a summary page with all subcontractors listed by total subcontracting dollars and percentages of subcontracting dollars.

Hotline Posters

Contractors should display hotline posters in accordance with FAR Clause 52.203-14.

Hotline posters can be found at: <http://www2.ed.gov/about/offices/list/oig/hotlineposters.html>.

SECTION M EVALUATION FACTORS FOR AWARD

M. 1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

M. 2 312-2 EVALUATION FACTORS FOR AWARD (MAY 2004)

(A) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, has no deficiencies (as defined in FAR 15.001) and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, price will be a substantial factor in source selection, however quality factors (including technical merit and past performance), considered together, are significantly more important than cost or price. The contracting officer will determine whether the difference in quality is worth the difference in cost or price.

(B) Past Performance

1. Each offeror's past performance will be evaluated based on the subfactors below. The past performance rating will be combined with the technical rating at a ratio of 36% past performance to technical to produce a combined quality rating. The relative importance of combined quality factors to cost or price is described in paragraph (A).
2. Past performance subfactors:
 - a. Quality of Product or Service - compliance with contract requirements - accuracy of reports - appropriateness of personnel - technical excellence.
 - b. Problem Resolution - anticipates and avoids or mitigates problems - satisfactorily overcomes or resolves problems - prompt notification of problems - pro-active - effective contractor-recommended solutions.
 - c. Cost Control - within budget - current, accurate and complete billings - costs properly allocated - unallowable costs not billed - relationship of negotiated costs to actual - cost efficiencies.
 - d. Timeliness of Performance - meets interim milestones - reliable - stays on schedule despite problems - responsive to technical direction - completes on time, including wrap-up and contract administration - no liquidated damages assessed.
 - e. Business Relations - effective management - use of performance-based management techniques - business-like concern for the customer's interests - effective management

and selection of subcontractors - effective small/small disadvantaged business subcontracting program - reasonable/cooperative behavior - effective use of technology in management and communication - flexible - minimal staff turnover - maintains high employee morale - resolves disagreements without being unnecessarily litigious.

- f. Customer Service - understands and embraces service and program goals - team approach with the customer - satisfaction of end users with the contractor's service - positive customer feedback - prompt responses - courteous interactions - effective escalations and referrals - initiative and proactive improvements - creative service strategies.

Bonus Rating--Where the offeror has demonstrated an exceptional performance level in any of the above six subfactors, the contracting officer may give additional consideration for that factor. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance level of "excellent."

3. Past performance evaluation will be based on information obtained from the awards and references listed in the offeror's proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any major subcontractors, and key personnel records. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance will be considered. The contracting officer will give greater consideration to information about an offeror's past performance that the contracting officer considers either more reliable or more relevant to the effort required by this solicitation.
4. Evaluation of past performance may be quite subjective, based on consideration of all relevant facts and circumstances. It will include consideration of the offeror's commitment to customer satisfaction and will include conclusions of informed judgement.
5. An offeror will be given an opportunity to discuss adverse past performance information, if the offeror has not had a previous opportunity to comment on the information. The contracting officer may review recent contracts to ensure that corrective measures raised in discussions have been implemented. Prompt corrective action in an isolated instance might not outweigh an overall negative trend.
6. If no relevant information on past performance is available for an offeror, the offeror will not be evaluated favorably or unfavorably credit.

(C) Technical Evaluation Criteria: In accordance with the technical evaluation criteria, technical solutions that exceed any mandatory minimums will be given appropriate evaluation.

EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

Regional Educational Laboratory Program 2012-2017

The U.S. Department of Education (ED) will base the source selection decision for this procurement on the following evaluation criteria using a 100 point scale for the technical proposal (Tasks 1-7 only).

Technical Merit will be determined on the basis of the following evaluation factors:
Proposal Evaluation Review Criteria

Technical Proposal (100 points total)

Task 1: Ongoing Assessment of Regional Needs and Services (5 points)

1. The offeror provides a compelling justification for the selected 3-5 priority topics based on regional need and potential for education improvement.
2. The offeror has provided a clear and thorough plan for conducting ongoing regional needs assessment in a systematic and transparent manner. The needs assessment plan includes a well-defined strategy for soliciting the views of educators from LEAs and SEAs and others as appropriate.
3. The offeror has described a system for analyzing REL service coverage and has provided a clear explanation of how coverage will be reported to the public.
4. The offeror and key personnel have sufficient experience and expertise to implement the needs assessment task. Such experience includes prior work on design and implementation of systematic data collection and reporting.

Task 2: Identification and Maintenance of Research Alliances (10 points)

1. The offeror has provided a five year plan of expected research alliances that is aligned with the 3-5 priority topics identified in Task 1. The plan includes the expected number, composition, and scope of work of research alliances over the contract period.
2. The research alliances proposed for Year 1 are clearly linked to the priority topics, have realistic, measurable goals, and have well-specified activities. Each state in the region is represented in at least one research alliance during Year 1.
3. The offeror has provided evidence of interest in each of the proposed Year 1 alliances by providing letters of interest from at least 3 stakeholders (including at least one LEA or SEA) for each alliance. The letters indicate that the potential alliance members understand the research alliance goals and the nature of participation expected.
4. The offeror has demonstrated thoughtfulness, clarity of purpose, and commitment to participant engagement as evidenced in the proposed first meeting agenda and calendar of events for the Year 1 research alliances provided in support of the proposal.
5. The offeror provides a thorough description of practical strategies for engaging LEAs, SEAs, and others as appropriate in research alliances and maintaining member commitment to the research alliance.
6. The offeror and key personnel have sufficient experience and expertise to implement the strategies described in this task. Such experience includes prior work on the following: (a) creating and maintaining successful partnerships with districts, groups of state agencies, or a combination of state and local agencies; and (b) using innovative and cost-effective techniques to share information among individuals and groups.

Task 3: Analytic Technical Support (20 points)

1. The offeror has provided a thorough plan for analytic technical support that will build capacity of LEAs, SEAs, and others as appropriate to use data, research, and evaluation as a more routine part of their daily practice. The offeror has provided a compelling justification describing how each proposed analytic technical support activity will build this capacity.
2. The offeror and key personnel have demonstrated sufficient experience and expertise to implement the strategies described in this task. Such experience and expertise includes prior work on the following: (a) using state and local education agency longitudinal data systems; (b) helping states and districts conduct their own research and evaluation projects; (c) providing training on using data to improve education strategies and outcomes; (d) preparation of user-friendly analytic how-to documents, and (e) content-area expertise appropriate to the focus of the analytic technical support agenda, with specific detail provided for the work to be conducted in Year 1.
3. The offeror has demonstrated its ability to provide quality technical assistance, including clear, succinct, accessible, and useful guidance to LEAs and SEAs, as evidenced by an exemplar technical assistance document provided in the appendix of the proposal.
4. The offeror has demonstrated its ability to design an effective technical assistance event to build research capacity, as evidenced by an exemplar detailed agenda for this type of event provided in the appendix of the proposal.
5. The offeror has provided a sound strategy for assessing research alliance members' satisfaction with analytic technical assistance and analytic technical assistance products.
6. The offeror has proposed a Task 3 leader with experience and expertise in carrying out the work under this task. This individual is assigned at least .50 Full Time Equivalent (FTE) per contract year to this task.

Task 4: Applied Research and Evaluation Studies (35 points)

1. The offeror has provided a comprehensive description of the proposed research and evaluation work that it will implement over the five-year contract period. The work is clearly aligned with the 3-5 priority topics described in Task 1 and the proposed content of Task 3 activities.

2. The offeror has provided clear and specific detail on Year 1 activities under this task.
3. The offeror and key personnel have demonstrated sufficient experience and expertise to implement the strategies described in this task. This experience and expertise shall include prior work on the following: (a) extracting and using data from state and/or local longitudinal data systems for research and evaluation purposes; (b) collecting data of other types for use in research and evaluation projects; (c) understanding of statistical and evaluation methods; (d) designing, recruiting participants for, and conducting randomized control trials and other evaluations of program effectiveness in educational settings; and (e) content-area expertise appropriate to the focus of the applied research and evaluation studies proposed, with specific detail provided for work to be conducted in Year 1
4. The offeror has demonstrated its ability to write cogent, clear, and high quality research or evaluation reports by providing two reports or excerpts of two reports in the appendix of the proposal. These reports highlight different but essential strengths of the offeror.
5. The offeror has proposed a Task 4 leader with experience and expertise in carrying out the work under this task. This individual is assigned at least .50 FTE per contract year to this task.

Task 5: Dissemination (15 points)

1. The offeror has provided a thorough description of the range of proposed dissemination strategies over the 5 years of the contract period. The dissemination strategies indicate an expertise in communicating research and evaluation study findings in a way that is accessible, timely, and meaningful to the day-to-day work of education practitioners and policy makers.
2. Proposed Year 1 dissemination activities and timeline are described in specific detail.
3. The offeror has clearly described a strategy for assessing the utility and satisfaction of dissemination events and products.
4. The offeror and key personnel have adequate experience and expertise to implement the strategies described in this task. Such experience and expertise includes prior work on the following: (a) developing and implementing a variety of strategies for conveying research findings to audiences of practitioners and/or policymakers; and (b) using technology to maximize the reach and effectiveness of dissemination efforts.
5. The offeror has demonstrated thoughtful and innovative approaches to moving research to practice, as evidenced by the exemplar agenda and summary for each of two dissemination events (conducted or proposed) provided in support of the proposal.

Task 6: Collaboration and Coordination (5 points)

1. The offeror has provided a thorough and feasible description of the proposed collaboration and coordination strategies that it will implement over the 5 year contract period in order to ensure the best possible use of resources possible, particularly when needs are identified that are outside the scope of the REL program.
2. The offeror has provided a thorough and feasible description of a strategy that will help RELs build on knowledge learned from other RELs and research organizations.

Task 7: Management and Reporting + Staffing and Management Plan (10 points)

1. The offeror has provided a strong plan and clear set of procedures for performing the tasks specified in the PWS in a timely and cost-effective manner, including how it will effectively manage and coordinate personnel (including subcontractors and consultants) working on the contract.
2. The offeror has clearly described its strategy for assessing the progress and lessons learned from each year and how that assessment, along with the REL goals and objectives, will be used to shape each year's updated annual plan.
3. The offeror has clearly explained how each of the tasks will enhance each other to create a strong portfolio of research on the 3-5 priority topics.
4. The offeror has demonstrated through its description of the proposed composition and expectations for the governing board that it will use the board effectively to help meet the REL's goals and performance objectives.
5. The offeror has provided an effective and feasible system for ensuring that it will submit products of the highest quality that meet IES standards.
6. The offeror and key personnel have adequate experience and expertise to implement the strategies described in this task. Such experience and expertise includes prior work on the following: (a) management of complex operations, including simultaneous activity on multiple large- and small-scale research and/or technical assistance projects, (b) management of potentially multiple subcontractors, (c) organizing and incorporating guidance from oversight or advisory boards, (d) strong quality assurance process for preparation of reports and other products.
7. The offeror proposes substantive and meaningful work to be subcontracted to small businesses. Substantive work as described here includes work other than courier services, office supplies, or travel services. A meaningful capacity is one in which small business are doing actual work under a particular task that is part of the contract and for which they are qualified.

Proposals for Optional Task 8 will be reviewed separately using a 25 point scale. After ED selects the contractors for the ten regional contracts, a panel will review any Optional Task 8 proposals submitted by the ten contractors selected.

Task 8: Coordinating Entity (25 points)

1. The offeror provides a reasonable and effective detailed strategy for organizing work groups among the 10 RELs. The offeror provides sound justification to support the strategy offered.
2. The offeror demonstrates experience that would indicate ability to create a survey instrument for OMB approval.
3. The offeror provides a compelling sample agenda and description of a conference call that is likely to promote active engagement of all participants.
4. The offeror provides a sound and effective design for an intranet system that would be used to promote sharing of REL documents and ideas.
5. The offeror and key personnel have sufficient experience and expertise to implement the coordinating task.

The subcontracting plan will be reviewed separately from the Technical Proposal using a 20 point scale. The points earned will be added to the total technical score.

Small Business Subcontracting (up to 20 points)

1. Demonstrates integration of small businesses into a significant portion of the project as evidenced by
the small business plan; small business plans that exceed the minimum of 37.3% of subcontract dollars awarded to small business may earn up to 20 points.
2. Small Businesses that submit a proposal as the prime contractor may earn up to 20 points for this factor.

M.3 CORPORATE COMMITMENT TO SMALL BUSINESS CONTRACTING (10 points)

Offerors Corporate Commitment to Small Business Subcontracting will be reviewed using a 10 point scale. This is a bonus evaluation criterion.

Offerors that are large businesses may submit information on their company's commitment to small business contracting. This information may include financial data showing a percentage of the company's contracts awarded to small businesses, information on the company's performance in partnering with small businesses, and, other information reflecting their commitment.

This information should reflect the company's overall commitment, and should not be restricted to reflect only subcontracting goals developed for Government contracts. The Government will evaluate this information as follows and points earned will be added to the score for small business.

Large Business - no submission 0
Large Business - submission 0-10 points
Small Business - no submission 10 points